

AGREEMENT

EVESHAM TOWNSHIP FIRE DISTRICT NO. 1

AND

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION

I.A.F.F.

LOCAL 3091

AFL-CIO-CLC

DATED

January 1, 2005 – December 31, 2008

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PREAMBLE

THIS AGREEMENT, entered into this the day of 2006, by and between the Board of Fire Commissioners of Evesham Township Fire District No. 1 in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey, hereinafter called the "**Board**", and the Burlington County Professional Firefighters Association, I.A.F.F. Local 3091, AFL-CIO/CLC hereinafter called the "**Association**" represents the complete and final understanding on all issues between the Board and the Association that are subject to such negotiations and agreements permitted by the laws for the State of New Jersey.

Article 1 **Recognition**

A. The Board hereby recognizes the Association as the exclusive collective bargaining agent for all full-time uniformed employees engaged in fire suppression and/or fire prevention services on behalf of the Board.

B. Full-time uniformed career employees within the Fire Department include all members of the department below the rank of Lieutenant who are full-time uniformed career employees of the Board, excepting managerial, supervisory and clerical personnel assigned to the Fire Department.

Article 2 **Maintenance of Operation**

A. It shall be the mutual objective of the Association and the Board to provide for uninterrupted quality fire and emergency medical services for the general public. The Association agrees that during the term of this agreement, neither the Association, nor anyone acting on its behalf, will cause, authorize, support, or take part in any strike, work stoppage, slowdown, walkout, or other job action against the Board. The Association agrees that such action would constitute a material breach of this agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Association will actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective as expressed above.

Article 3
Management Rights

A. The Board hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

- (1) To manage and control administratively the Evesham Fire District No.1 and its properties and facilities and the activities of its employees; and
- (2) To hire all employees and, subject to the provisions of Law, to determine their qualifications and condition for continued employment of assignment and to promote and transfer employees; and
- (3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Article 4
Schedule

A. The hours of work for employees engaged in fire protection may not exceed two hundred twelve (212) hours in a twenty-eight day duty schedule. The daily work period may be varied to meet the needs of the various job assignments within the department. It is agreed that there shall be a total of at least one hour and fifteen minutes per day provided for meal and break purposes with a sixty (60) minute meal period and one fifteen (15) minute break period. The fifteen (15) minute break period shall not be used to delay the start of the workday or shorten the end of the workday. The Chief of the Department shall arrange to schedule such meal and break times. The Board shall provide at least forty-eight (48) hours notice to employees affected by a schedule change, except in case of emergency conditions. It is the intent of this section that the regular schedule be 160-176 hours, depending on the assigned shift of 40, 42 or 44 hours, during each twenty-eight (28) day period. The annual schedule shall be posted on December 1 of the prior year. Except in the event of an emergency, all schedule changes involving a switch of an employee's day off shall be done with 15 days notice

and the employee shall be notified in writing of the change. This in no way affects management's right to detail firefighters to other stations during their regularly scheduled work hours.

B. MUTUAL EXCHANGE OF TIME: All uniformed career employees may exchange work hours of equal amounts between each other in any 28-day work cycle. This would allow firefighters to work 5 days one week and 3 days another with the other member completing the switch. Completing the switch in the 28-day cycle meets all FLSA guidelines for firefighter work schedules.

1. The request for exchange of hours of duty by an employee with another employee may be granted by the Fire Chief or his designee, provided such request has been made through channels and is in conformance with the needs of the District.
2. Such exchange of duty hours shall not be authorized should same cause an overtime situation.

Article 5

Overtime/ Shift Differential

A. It shall be the policy of the Board to make overtime payments when it is necessary for personnel to work before or beyond their normal hours of duty. Scheduling shall be done on a twenty-eight (28) day cycle while payroll shall continue to be processed on a bi-weekly basis.

B. Additional work will be offered to the on-duty shift, on a rotating seniority basis wherever practical, even if said employee is not the next name on the overtime list. When the overtime requires unique skills, only those employees with those skills will be offered the opportunity with appropriate notice to the shop steward or his designee. It is the intent of this policy to afford a reasonably even opportunity to participate in overtime to all employees, however, off-duty personnel shall only be utilized when the on-duty personnel request to be relieved. All excess time shall be compensated at one and one-half the normal rate (i.e. two hours of overtime equals three hours of payment). Overtime rates shall be calculated by dividing the annual salary by 2,080. Overtime shall be on a rotating seniority basis with the next available employee on the list being offered overtime. Once an employee is offered overtime, even if he denies it, the employee maintains his current position on the list. If the employee accepts overtime, he/she will be moved to the bottom of the list. This rotation shall be distributed by the use of one list for each division (fire suppression and fire prevention). If overtime is deemed necessary, each division shall draw from its own respective list on a rotating seniority basis. In the event a division exhausts its list of eligible candidates, overtime shall be offered to first individual on top of the other division's list. If an employee were to transfer from one division to another within a calendar year, the employee shall maintain all seniority with regard to overtime eligibility.

C. All time worked prior to or after an employee's shift shall be paid at 1.5 times the hourly rate.

D. Call-in time: Any employee called in to work from off duty shall receive a minimum three (3) hours pay at 1.5 times salary regardless of actual time spent on duty.

E. Should the Board and/or Fire Chief deem it necessary to hire part-time and/or per-diem employees, overtime shall be offered to all full-time uniformed career employees first prior to offering the hours to part-time or per-diem employees during regularly scheduled work hours.

F. Shift differential of 7% will be paid if a regular shift is created outside of the 05:00 to 16:00 work period, Monday through Friday.

Article 6

Annual Stipend

Each full time uniformed employee shall in 2006 receive an annual stipend of \$725 which shall be paid as an addition to the base salary in equal installments with regular pay for obtaining and maintaining Emergency Medical Technician Certification. In 2007, the annual stipend shall be \$750; in 2008, the annual stipend shall be \$775.

Article 7

Voluntary Off Shift Response

It is mutually agreed that it may be advantageous to the Association and the Board to have employees respond when not on duty. Employees are not required to respond except when recalled to duty for task force assignments during the periods when not on duty. These voluntary responses shall be treated as paid overtime at 1.5 times the employee's regular hourly rate of pay and shall be limited to the actual time of the response.

Employees shall be assigned to Hazardous Material, Technical Rescue, or other special details as determined by the Fire Chief.

It is further agreed that it is advantageous to the Board and the Association to permit employees who are in stations immediately prior to the start or immediately after the end of their shifts, respectively, to respond immediately to any emergent or non-emergent calls for service or to address other service concerns which may occur. Such incidents at the end of a shift shall be calculated as a continuation of the shift for purposes of overtime; these occurring prior to the start of a shift will be treated as "early starts" and counted as overtime for the shift impacted.

Article 8 **Vacations**

A. In so much as the Board has seen fit to meet the emergency response needs for the community with differing shift schedules, it is necessary to define Vacation, Personal and Holidays in hours to fit the shifts. All Vacation, Personal, Holiday and Sick Days shall be re-defined in hours in order to balance the benefits regardless of which shift an employee is then currently assigned. When an employee is entitled to more than two weeks vacation time, the additional vacation time may be taken on a day-by-day basis up to one week's time subject to management's approval.

B. Vacation lists shall be circulated prior to November 1 for the next year's vacations. There shall be a total of two vacation lists. There shall be one list for each division (Fire Suppression Division and Fire Prevention Division). One division's ability to grant Leave Time shall have no effect on the other division's ability to grant Leave Time. The vacation schedules shall be prepared by order of seniority until all employees have chosen their first one or two weeks of vacation, however, an employee shall forfeit his/her turn to select and pass a vacation schedule on to the next employee if he/she fails to select within 72 hours. Final initial vacation schedules shall be posted when employee's responses are received. Once all initial vacations are selected the schedule shall be returned to those employees entitled to additional vacation to pick their remaining vacation in order of seniority. Vacation changes shall be permitted with at least one-week notification but in no case shall seniority be used to displace an existing predetermined vacation. It is the intent of this policy that vacations be used wherever possible in lengths of at least a week with individual days reserved for those occasions when up to or less than a week of unearned vacation remains. The Department Head shall have the authority to adjust such schedules so as to maintain an effective working force at all times. All vacation shall be taken in full days only, except if remaining credit is less than a full day. The vacation year is coincident with the calendar year.

Vacation shall be earned as follows:

0-60 months	132 hours
61-120 months	165 hours
121-228 months	176 hours
229+ months	220 hours

B. Accumulation of Vacation: Up to one (1) year's worth of annual vacation may be accumulated and carried into the next succeeding year.

C. Credit of Vacation: No employee will be entitled to receive earned vacation until after ninety (90) days of service unless specifically authorized by the Department Head.

Article 9
Retirement/Termination of Employment

A. Payment for unused Vacation upon Termination of Employment: Upon termination of employment, an employee may take the unused portion of his/her annual vacation or may request payment for the same, except that employee terminating employment before having been employed for a continuous period of six (6) months shall not be entitled to such payment. Vacation payments for unused vacation shall not exceed three hundred and fifty two (352) hours. No payment for new vacation time shall be made to any employee who is dismissed, though all earned time shall be paid.

B. Upon retirement, each employee may, at his/her own expense, continue participation in the insurance program at the prevailing group rates.

C. Employees retiring or resigning shall be compensated one-half (1/2) of their accrued sick leave. Payment shall not exceed five hundred and twenty eight (528) hours. In the event of retirement, the employee may retire 528 hours early in lieu of such 528 hours of pay. Employees terminating employment as a result of disciplinary action shall not be entitled to compensation associated with sick leave accumulated in the current calendar year, however, said employees would be entitled to compensation associated with sick leave (not to exceed 528 hours of pay) accumulated prior to January of the year of termination.

D. Upon retirement all Firefighters shall receive their Firefighting Helmet, Badge, and Class A Uniform. Firefighters shall also be issued a Department ID card with their last held rank and retired, for example "Firefighter (ret.)". Upon retirement maintenance and upkeep of the Class A Uniform shall become the responsibility of the retired member.

Article 10
Holidays

A. Recognizing that the Fire Service does not necessarily follow a normal holiday schedule and that volunteers do not necessarily all follow the same holiday schedules, it is the policy of the Board to provide pay in lieu of the normal Municipal holiday schedule. The following holidays shall be considered fixed:

1. New Years Day
2. Memorial day
3. July 4th
4. Labor Day
5. Thanksgiving
6. Christmas Day

B. The six remaining holidays shall be paid holidays but not time off and shall be paid as an addition to the base salary and paid in equal installments with regular pay.

Article 11

Leave of Absence

A. Leave of Absence without pay: The Department Head with the Board's approval may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue during said leave. Upon termination of leave of absence, the Board shall reinstate the employee in the same capacity and rate of pay at which he/she left. During that period of absence, the employee will not engage in gainful employment in any industry without the expressed written approval of the Board. Failure to comply with this provision shall result in termination of the employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis).

Article 12

Injury While On Duty

A. Purpose: The parties desire to provide some measure of security for Firefighters injured while on duty, while foreclosing unlimited liability on the part of the board to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.

B. Provision: The parties agree to be conclusively bound by the determination of the Board's worker compensation insurance carrier or the Worker's Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S.A. 34:15-1 et seq. or "in the line of duty"; and for the purpose of this section, those terms shall be identical.

C. Board's Duty to Supplement Pay: While any Firefighter is prevented from performing the duties of his/her work by reason of an injury while on duty and is receiving temporary workers compensation benefits, such employee shall also receive supplemental payments by the Evesham Fire Department equal to the difference between such benefits and the employee's regular rate of pay. Once begun, the Department's duty to sustain a Firefighter at his regular pay shall continue until terminated as hereinafter set forth.

D. Termination of the Board's Duty to Supplement Pay: Board's duty to supplement an employee's workers compensation benefits or sustain an employee at regular pay shall terminate as a result of any of the following events:

1. Upon the employee's return to work.

2. If an employee's temporary worker's compensation benefits are terminated and the employee refuses or maintains he/she is unable to return to work; the Board's duty to supplement pay may be terminated only after the Board's physician or his designee (who shall also be a licensed physician) conducts a hearing to determine the employee's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the employee is fit to return to work, the Board's duty to supplement pay as aforesaid shall cease and the employee shall return to active firefighting. Notice of such determination shall be formally served by mail upon the employee (and if represented, his/her attorney) whereupon the Department's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
3. The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
4. If the employee or the Board files an application for disability pension by reason of the employee's inability to return to active firefighting, the Board shall continue to supplement pay or sustain an employee at his/her regular pay until such application is determined or four months following such application, whichever event occurs first.

Article 13 **Personal Leave**

The Department Head shall grant each full time employee who has been in the Department for at least six (6) months personal leave each year for the purpose of conducting personal business according to the following schedules:

- (1) During the first year of employment four (4) personal days: 44 hrs.
- (2) During the second year of employment and each year thereafter, five (5) personal days: 55 hrs
- (3) Personal days do not accrue from year to year, nor are they payable upon separation.
- (4) Personal leave time may be taken in one (1) hour increments.

Article 14 **Bereavement/Funeral**

An employee may be excused from work because of death in the immediate family for a period not to exceed four (4) working days. Death in the immediate family shall mean an employee's parents, grandparents, spouse, children, brother, sister, ward, significant other living in the same household, spouse's parents, spouse's grandparents, brother-in-law and/or sister-in-law and spouse's relation as described above. One (1) day of funeral leave shall be granted for the death of any employee's niece, nephew, aunt, uncle, or cousin. Time off is intended to be used for the purposes of handling necessary arrangements and attendance at the funeral of the deceased member of the employee's immediate family.

Article 15 **Health and Welfare**

A. As of the effective date of this Agreement, the Board shall provide to each employee and his/her family the same level of benefits and coverage provided from time to time by the Township of Evesham to the employees of the Evesham Township Police Department, including:

- Medical Insurance
- Prescription Insurance
- Dental Insurance
- Group Life Insurance

B. In the event the coverage and level of benefits provided by the Township of Evesham changes, or the Board determines to provide coverage through a different carrier, there will be no decrease in coverage or benefits to any employee or his/her family. In the event of a decrease in coverage or benefits as a result of such change, and the employee or his/her family suffers an adverse change of coverage, then the Board shall make prompt payment to the employee in the amount of the difference between the then current coverage and the new coverage.

C. Option out of Healthcare Benefits

For those wishing to option out of healthcare benefits, compensation equal to 50% of premium cost shall be paid to employee by lump sum payment in December of the year coverage is waived. Waiver must be done in accordance with the Board's Waiver Agreement.

D. The following for prescription co-pays shall apply:

The co-pays shall be \$5.00 for generic drugs and \$10.00 for brand name drugs.

E. In the event that an employee of the Association is injured while on duty, the Board shall reimburse the employee as requested at a difference between the amount of medical expenses actually incurred and the amount provided by medical insurance.

Article 16 **Legal Defense**

Any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties shall be entitled to reimbursement for legal representation. The Board shall pay a reasonable amount for the services provided that selected counsel submit an itemized statement to the Board reflecting fees and cost prior to rendering such services and that the Board provides expressed authorization for the services. The Board shall not reimburse legal fees for any employee who is found guilty of an indictable offense.

Article 17 **Physical Fitness**

Uniformed Career Employees shall be scheduled one hour for physical fitness activities per day. This period shall be scheduled by management on a daily basis. Employees are encouraged to participate in their own program on Holidays and other off duty periods.

All employees shall participate in the physical fitness program.

Article 18 **Salaries**

The attached salary guide (Appendix A) shall be effective as of January 1, 2005 until December 31, 2008.

Article 19 **Longevity**

Longevity shall be applied with the following scale:

97 months of employment or more	2%
156 months of employment or more	2.5%
216 months of employment or more	2.8%
276 months of employment or more	3.25%

Article 20
Sick Leave

- A. All uniformed career employees shall earn one hundred and thirty two (132) hours of paid sick leave. Sick leave may be taken for personal illness, family illness or quarantine. After three (3) or more consecutive sick days, the Board may require a physician's note. Other employment during regular scheduled hours while on sick leave may be subject to dismissal.
- B. In exceptional cases, an employee with more than one (1) year service may be advanced up to one-hundred and thirty two (132) hours of unearned paid sick leave upon recommendation of the Department Head and the approval of the Board.
- C. Uniformed Career Employees, with approval of the Board, may transfer unused sick leave to another employee within the department. The Board shall not unreasonably withhold such approval.
- D. To the extent required by law, the Board shall comply with the Federal and State Family Medical Leave Acts.

Article 21
Training and Certification

TUITION AID

- (1) Tuition Aid shall be provided to encourage employees to develop themselves through academic courses that may prepare them for advancement within the Department. As such, payment shall be limited to approved courses that clearly prepare or advance the employees' knowledge in the Emergency Services Field.
- (2) In order to be eligible for payment, all courses must be submitted in advance to the Department Head and forwarded to the Board.
- (3) The costs covered by this program are tuition, registration fees, laboratory fees, and books. Verification of costs must accompany the "Application for Tuition Payment".
- (4) The Board shall pay for tuition and associated fees when an employee enrolls in an approved course under this plan. The employee shall provide proof that the course was passed within forty-five (45) days of its completion. An employee shall be required to reimburse the Board if the employee gets a failing grade.

The maximum amount paid under the plan is \$4,000 per calendar year per employee with a total cap of \$32,000 total for all employees per calendar year.

Employees who receive scholarships, federal or state funds, or Veteran's benefits toward education are not eligible to participate in this plan while a beneficiary of those outside funds to the extent not covered by the plan.

Article 22

Meal Allowance

Based upon presentation of appropriate vouchers and receipts, the Board agrees to pay the following for authorized schools, conferences or seminars for which facilities are not provided.

The Board shall pay a maximum per diem rate for meals as follows:

Breakfast	\$10.00 per day
Lunch	\$11.00 per day
Dinner	\$21.00 per day

Article 23

Grievance Procedure

- (A) Grievances shall be instituted at the lowest possible level to secure equitable relief or solutions to grievances or complaints by an employee. The following procedure shall generally apply to the grievant.
 - (1) First, discuss the matter with his/her immediate supervisor.
 - (2) Second, if necessary, discuss the matter with the Division Head.
 - (3) Third, if necessary, discuss the matter with the Department Head or his designee.
 - (4) Fourth, if necessary, discuss the matter with the Board.
- (B) The Board's decision shall be final except for matters submitted to arbitration in accordance with Section F. hereof.
- (C) Definitions.
 - (1) Grievances: Any controversy arising over the interpretation, application, or violation of policies, agreements and administrative

decisions affecting the terms and conditions of employees covered under this agreement which may be raised by an individual, the Association, at the request and on behalf of an individual or group of individuals, or the Board.

- (2) Grievance committee: For the purpose of this agreement, "grievance committee" shall mean that group of employees of the Association duly appointed by the Association to review employee's grievances.
- (3) Division Head: For the purpose of this agreement, "Division Head" shall mean the Deputy Chief in charge of the Division (i.e. Operations or Fire Prevention) that the employee is assigned to at the time of filing the grievance.
- (4) Department Head: For the purpose of this agreement, "Department Head" shall mean the Fire Chief or his designee.

(D) Determination by Department.

- (1) Referral to the Division Head: If the grievance is not settled by the immediate Supervisor to the employee's satisfaction within two (2) calendar days and such grievance concerns the interpretation, application, or alleged violation of this contract only, the aggrieved party may make written request within five (5) calendar days thereafter (Deputy Chief of the Division to which the employee is assigned) for review.
- (2) Referral to the Department Head: If the grievance is not settled by the Division Head to the employee's satisfaction within five (5) calendar days and such grievance concerns the interpretation, application, or alleged violation of the contract only the aggrieved party may make a written request to the Department Head for review.
- (3) Decision by Department Head: The Department Head shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) calendar days of receipt of the complaint to both the Association and the complainant.

(E) Determination by Board of Fire Commissioners

- (1) Appeal to Board: In the event the aggrieved party be unsatisfied with the determination by the Department Head, the complainant or the Association may serve a copy of the original complaint upon the

Board of Fire Commissioners within five (5) days of the decision of the Department Head.

- (2) Decision by the Board: The Board of Fire Commissioners shall render a written copy of their decision to both the Association and the complainant within ten (10) business days of receipt of the complaint.

(F) Determination by Arbitration

- (1) Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Board or in the opinion of the Association, the grievance is meritorious, then the aggrieved party or the Association may request arbitration within ten (10) calendar days of receipt of the Boards determined action through the offices of the Public Employee's Relations Commission.
- (2) Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employee's Relations Commission, the Association and the Board shall mutually agree on the selection of an arbitrator.
- (3) Cost of Arbitration
 - (a) In the event the aggrieved party is a member of the Association at the time of the occurrence of the action complained of, the costs of the arbitration shall be shared equally by the Board and the Association.
 - (b) In the event the aggrieved party is not an Association member at the time of the occurrence of the action complained of, then the Association shall bear no responsibility for arbitration cost and the grievant shall pay half the costs.
 - (c) Any other expenses incurred by the parties shall be the respective party's responsibility.
 - (d) In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit or sufficiency so as to be deemed frivolous, the arbitrator may in his sole discretion assess reasonable counsel fees to costs upon said party.

- (4) Effect of Arbitration:

The decision of the arbitrator shall be binding upon both parties.

- (5) Such decision of the arbitrator shall be rendered within 30 days of the hearing.

Article 24
Acting Out of Title

A. Any employee, i.e., Firefighter or Firefighter/Inspector working in the capacity as a supervisor as ordered by a superior shall be paid at the rate of \$35.00 per shift after serving for three (3) hours during the shift. This policy shall be offered to on-duty personnel on a rotating seniority basis.

Article 25
Agency Shop Clause

A. All employees (full or part-time) of the District who may be listed by the Association, for membership and are not members of the Association, however, directly benefit by any or all the terms of this agreement, shall be responsible for payment of fees to the Association. These employees are covered by the agency shop clause, N.J.S.A. 34:13a-5.5, Chapter 7, PL of 1979 and fall within this clause. The Board shall be responsible for collecting dues for these employees. The Association shall advise the Board of the amount to collect which shall not exceed eighty-five (85%) percent of the regular membership dues, fees and adjustments normally paid by employees.

Article 26
Fully Bargained Provision

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Renegotiation may commence only upon the written consent of both parties hereto.

Article 27
Maintenance of Benefits

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees identified under Article I – Recognition shall continue to be applicable during the term of this Agreement. Nothing within this Agreement shall be interpreted or applied so as to reduce, eliminate or otherwise detract from any contractual benefit in existence prior to the effective date.

C. Successor and Assigns: To the extent permitted by law this agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, obligations or past practices herein contained or referenced shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment

Article 28 **Mileage Reimbursement**

The Board shall reimburse employees at the prevailing IRS rate for mileage outside of the Township affiliated with District business as directed and approved by the Chief.

Article 29 **Bulletin Board**

The Association shall be provided with a bulletin board with a minimum size of 2' X 3' for Association use.

Article 30 **Light Duty**

The light duty policy for career employees (SOP 101.27, May 17, 1999 edition) shall be incorporated herein by reference, as amended.

Article 31 **Uniform Maintenance**

Employees shall be permitted to utilize the washing machine for the purpose of washing duty uniforms subject to availability and the established policy (established February 27, 2002) incorporated herein by reference.

Article 32 **Seniority**

Seniority of employees shall be determined by length of continuous and uninterrupted service with the Board. For employees hired on the same date, the Chief shall assign a numeral rank that shall determine seniority.

Article 33 **Union Insignia**

Employees are permitted to wear a union insignia, not more than one inch in diameter, when dressed in their Class "A" Uniform.

Article 34 **Duties of Firefighters**

- A. Employees may be assigned to perform any duty related to firefighting, rescue, salvage and overhaul work, fire prevention, training, care and ordinary maintenance of firefighting equipment and apparatus, housekeeping and ordinary maintenance of firehouses, emergency medical services, uniform fire code inspections, uniform construction code inspections, hazardous materials and community relations and will not include any work normally performed by a licensed or certified trades person.
- B. The Board shall not require employees to perform any police duties, except as provided by law.
- C. The Board shall not require any employee to use hose streams or any other method to take part in quelling any riot, strike or civil disturbance, except as provided by law.

Article 35 **Promotions**

At least ninety (90) days prior to any promotional testing, the Board shall notify all employees of the position being tested for, how the testing shall be executed and scored, the study materials list and requirements for the position.

Article 36
Health and Safety

SAFETY COMMITTEE: The safety committee shall have bi-monthly meetings (more often as needed) during work hours to discuss all safety issues in the workplace and reach solutions acceptable to Labor and Management. The committee may also convene a meeting to handle emergent safety conditions as the need arises. The committee shall consist of the following members:

- 2 Career FF/EMT or FF/EMT/Inspector
- 2 Management representatives as designated by the Chief of the Department.

This is a joint labor/management initiative.

Article 37
Fire Investigators Clause

All Fire Prevention Division career employees participating in this program shall receive \$100 stipend for each duty week with a minimum 3-hour call in per occurrence to be paid at their overtime rate.

Article 38
Jury Duty

Employees shall be excused from employment with no loss of pay to participate as a juror. If an employee serves jury duty on a regularly scheduled working day, he/she shall receive his/her rate of pay for that day. If the employee is not needed they shall report to work. If the employee is held for more than half of his/her shift, he/she shall not be required to report back to work for that shift.

Article 39
Option To Sell Time Back

Effective January 1, 2006, the Board shall, upon an employee's written request, "buyback" or purchase up to 88 hours of accrued leave (vacation, sick or personal time) which shall relieve the employee of his rights to exercise such leave in consideration of payment. Payment shall be made the first pay period in December.

Article 40
Certification and Licensing

- A. Management shall make every attempt to provide continuing education necessary for the maintenance of licenses and certifications for the Uniform Fire Safety Code, Uniform Construction Code, Emergency Medical Technician "D" and such other training as may be required to function as a Firefighter/EMT/Inspector within the Evesham Fire Department.
- B. Employees are responsible to obtain and forward certifications and licensing documentation to the Training Officer in a timely fashion and to maintain such certifications at all times.
- C. Loss of any certification or license required to perform, as a Firefighter/Inspector shall result in immediate reduction in rank.
- D. Employees who have not attended required continuing education opportunities offered while on duty may be required to attend such classes on their own at no cost to the Board.

Article 41
Drug and Alcohol Policy

A. **EDUCATION:**

The Board shall implement and use an education program, which addresses substance abuse related issues. The educational program shall be scheduled at sufficient intervals to ensure that not only are the goals of the negotiated policy met, but that all Uniformed Career Employees become familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.

B. **STANDARD FOR TESTING:**

The Chief or his designee based upon individualized and particular suspicion may require that a member submit to substance screening by urinalysis, which shall be administered by a competent testing laboratory. Such testing laboratory is to be a member of the National Institute for Drug Abuse. "Individualized and particular suspicion" is a belief based upon objective and identifiable facts sufficient to lead a prudent member to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on duty; and such conclusion cannot be imputed to any employee merely because of his/her association with another employee who is believed to be in use, possession or control of or the under the influence of drugs or alcohol while on duty. Examples include, but are not limited to the following:

1. Direct observation of drug/alcohol use while on duty;

2. Member found to be in possession of alcohol/drugs while on duty;
3. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which otherwise indicates that the employee is under the influence of an intoxicating substance (e.g., the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indications of intoxication or substance abuse);
4. Documented pattern of unusual, erratic or unacceptable behavior;
5. A major on-duty accident with or without injuries; and
6. Reporting for work unfit for duty.

C. RANDOM DRUG TESTING:

The Board shall not administer random drug and/or alcohol testing, which term is defined as compulsory testing prompted for reasons other than individualized and particular suspicion discussed above, except in the following instances:

1. A drug/alcohol test shall be conducted as a component of pre-employment physical. The presence of illegal drugs shall constitute a basis for the applicant to be bypassed.
2. Probationary employees, defined as not having a full year of seniority, shall be subject to testing at any time during their probationary period. A confirmed positive test result may be grounds for termination.
3. Applicants seeking reinstatement to the Department, after resignation or termination, shall be subject to testing as a condition of re-employment.
4. Permanent firefighters on leave of absence for thirty (30) days or more may be tested upon his/her return to duty. This provision excludes those members whose placement on leave of absence was prompted by illness or injury not otherwise associated to alcohol and/or drug abuse.
5. An employee may also be tested as part of a random testing program instituted as a result of prior drug and/or alcohol related disciplinary proceedings for a period not to exceed one (1) year.

D. MASS DRUG TESTING:

The Board shall not administer mass drug and/or alcohol testing, which term is defined as compulsory testing of all Department members or all members within an identified job classification/title/rank, without affording the Union thirty (30) days advance notice which shall be in writing effective the date received by the Union. Such testing must be administered in context with comprehensive physical examinations given to all Department members. Mass testing for drug and/or alcohol abuse alone shall not be permitted.

1. Members promoted to the next higher rank shall submit and pass a drug screen prior to being promoted.

E. PROCEDURE:

1. GENERAL PROVISIONS. It is the responsibility of officers to see that all employees under their direct command are fit for duty. If at any time they develop an individualized and particular suspicion that someone in their command is under the influence of drugs and/or alcohol, he/she shall:

a. Temporarily relieve (with pay) the suspected employee of all duties pending the outcome of further investigation

b. Immediately contact the next higher rank and inform him/her of his/her action and suspicions. That rank shall respond to the location of the suspected employee and begin his/her own evaluation.

c. If at the end of the second evaluation it is determined that an individualized and particular suspicion exists, or if either officer is not in agreement with the other, the Assistant Chief shall be notified and he shall continue the investigation. Two (2) officers must agree that an individualized and particular suspicion exists in order for an employee to be tested.

d. The Chief, or his designee in his absence, shall be notified prior to any testing of the suspected employee. If he cannot be reached, the authority rests with the Assistant Chief.

e. After all steps outlined above have been satisfied, the suspected employee shall be transported to the Board's healthcare provider for testing.

f. That employee shall be relieved from duty (with pay) for the remainder of the workday. He/she shall call someone to come pick him/her up at the conclusion of the test.

g. If an employee tests positive he/she shall not be paid for the workday.

h. All officers involved in the decision making process aforesaid, whether they concurred or dissented from the conclusion that an employee exhibited individualized and particular suspicion warranting drug and/or alcohol testing, shall write the specific facts, observed symptoms, and/or other basis which prompted their respective conclusions.

i. If the results of the test are negative, no record of this incident shall be made part of the member's file or used as evidence of a prior incident, if that employee tests positive at a later date. The same applies if two chief officers cannot agree that an individualized and particular suspicion exists and no test is given.

2. EMPLOYEE ASSISTANCE PROGRAM. The Board, working in cooperation with the Association, shall maintain an Employee Assistance Program (hereinafter "E.A.P."), which is for the benefit of all employees. Voluntary participation, which is participation because an employee believes he/she may benefit by attending programs of the E.A.P., is confidential and is at the option of the employee. The Assistant Fire Chief shall act as a liaison for the Department personnel in conjunction with the E.A.P.

3. POSITIVE TEST RESULTS: The following defines the procedure and consequences to be followed by the Board when particular suspicion is concluded warranting drug and/or alcohol testing.

a. Testing Procedure at Board's Healthcare Provider. The employee, having met the conditions of individualized and particular suspicion, shall be transported to the Board's healthcare provider for testing. There, someone from the medical staff shall direct the employee in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. An employee may, and should see that a second sample is given and stored in case he/she wishes to appeal the finding the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The employee may, at his/her own expense, request the second sample be sent to an independent laboratory for testing. The results of that test shall be his/her basis for appealing the results of the first test. The employee shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is a member of the National Institute for Drug Abuse. The result of the employee's second/independent test shall be provided to both the employee and the Department. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.

b. Consequence of Positive Test Results. Should the test results prove positive, and the employee has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the employee shall be afforded opportunity to enroll in a Board approved program. Should the employee successfully complete the in-patient rehabilitative program offered, he/she shall be returned to full duty and regular assignment. The employee shall, however be referred to the E.A.P. coordinator, for a period not exceeding one (1) year, and comply with such directives as may reasonably be prescribed by the E.A.P. coordinator. During this one-year period following release from the in-patient rehabilitation program, the employee shall be subjected to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program and the member again tests positive for drugs/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to the health and safety of other Departmental members. The Association recognizes that, consistent with judicial and administrative decision, the individual may be terminated from service with the Department by the Fire District.

4. REHABILITATIVE ABSENCE. Uniformed career employees who shall benefit from treatment on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum of thirty (30) days, provided the employee agrees to and signs the substance abuse agreement, and provided the employee has 30 days sick time.

5. ALCOHOL TESTING. A breathalyzer or similar testing equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual

qualified through and utilizing equipment certified by the New Jersey State Police. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using blood alcohol level. The same sampling procedures as utilized in motor vehicle testing shall be followed. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

6. DRUG TESTING. The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided within the limits for the initial and confirmation tests as provided within standards established by the National Institute of Drug Abuse. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cut-off level shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Marijuana Metabolites	100 mg/ml
Cocaine Metabolites	300 mg/ml
Opiate Metabolites	300 mg/ml ¹
Phencyclidine	25 mg/ml
Amphetamines	1000 mg/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/M.S.) techniques at the following listed cut-off values.

Marijuana Metabolites ²	150 mg/ml
Cocaine Metabolites ³	300 mg/ml
Opiate	
Morphine	300 mg/ml
Codeine	300 mg/ml
Phencyclidine	25 mg/ml
Amphetamines	
Amphetamine	500 mg/ml
Methamphetamine	500 mg/ml

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

¹ If immunoassay is specific for free morphine, the initial true level is 25 mg/ml.

² Delta – 9 Tetrahydrocannabinol – carboxylic acid.

³ Benzoyl ecgonine.

7. **TESTING PROGRAM COSTS.** The Fire District shall pay for all costs involving drug and alcohol testing. The Fire District shall also reimburse each employee for his or her time and expenses, including travel, incurred involved in the testing procedure.

The Department shall provide transportation to and from the testing procedure.

8. **EFFECTIVE DATE AND APPLICATION OF AGREEMENT.** The procedures and understandings incorporated within the contractual agreement shall become effective immediately upon acceptance by the Board and Association as memorialized by the parties affixing their signatures.

a. **Past Records of Drug Involvement and/or Alcohol Abuse.** With the exception of those employees who already have signed "Last Chance Agreements," no involvement with drug rehabilitation clinics or positive testing results occurring prior to the effective date of this contractual Agreement shall be referenced by the Fire District in proceedings after the ratification of this Agreement, it being the intent of the parties to provide all employees with clear records. This contractual provision shall not apply, however, to signatories of "Last Chance Agreements" who remain bound by the terms of such past disciplinary disposition.

b. **Additional Provisions.** The Board shall not implement any procedures, other than referenced herein, involving alcohol and/or drug testing, or the consequences thereof, except with the negotiated agreement of the Association. Any Department rules/regulations implemented in accord with and/or expoundment upon this contractual Agreement shall be submitted to the Association for collaboration and approval prior to enforcement.

c. **Effect of Agreement.** This contractual Agreement supersedes all past practices and contractual agreements developed between the Board and Association involving alcohol and/or drug testing.

d. **Right of Appeal.** The employee has the right to challenge the results of the drug and/or alcohol tests, and any discipline imposed, in the same manner that any other employee action under the terms of the Agreement is appealable.

e. **Association Held Harmless.** The Board assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this contractual Agreement relating to drug and alcohol testing.

f. **Changes in Testing Procedures.** The parties recognize that during the life of this contractual Agreement, there may be improvements in the technology of testing procedures, which shall provide for more accurate testing. In that event, the parties shall bargain, in good faith, whether to amend this procedure to include such improvements, if the parties are unable to agree on the amendments, they shall be submitted to impasse procedures as outlined in the Grievance Procedure of the Agreement.

g. **Conflict With Other Laws.** This contractual Agreement is in no way intended to supersede or waive any constitutional or statutory rights that the

employee may be entitled to as developed and/or recognized by Federal Courts, State Courts or Administrative agencies.

Article 42
Notices

All notices and other communications concerning this Agreement shall be in writing and must be given by postage prepaid, registered and certified mail or hand-delivery as follows:

BOARD: Board of Fire Commissioners
Attention: Business Manager
Evesham Township Fire District No. 1
P.O. Box 276, 984 Tuckerton Road
Evesham, NJ 08053

UNION: Evesham Township Shop Steward
Burlington County Professional
Firefighters' Association –
I.A.F.F. Local 3091
P.O. Box 570
Evesham, NJ 08053-0570

Article 43
Terms and Renewal

- (A) This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect up to and including December 31, 2008, but nothing herein shall be deemed to terminate the provisions of the Agreement prior to the parties hereto executing a new Agreement at the expiration date hereof.
- (B) The terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on January 1, 2005.
- (C) The above parties shall commence contract negotiation one hundred twenty (120) days prior to termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first above written.

BURLINGTON COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION
I.A.F.F. LOCAL 3091.

By: Robert L. Dwyer - PRESIDENT 7/13/06

Attest: [Signature] 7/13/06

Attest: [Signature] 7/13/06

BOARD OF FIRE COMMISSIONERS
EVESHAM FIRE DISTRICT NO.1

By: Robert W. Gault

Attest: [Signature]

EVESHAM TOWNSHIP FIRE DISTRICT NO. 1

WAIVER OF HEALTHCARE COVERAGE

The Eveham Township Fire District No. 1 (the "Employer") provides employee's health coverage (the "Plan").

Some employees do not require coverage under the Plan. This is because they are covered under another person's healthcare plan. These particular employees may desire to waive their ability to participate in the Plan offered by the Employer. In exchange for this waiver, the employee will receive a portion of the Employer's savings resulting from this waiver. In order to effectuate their intent to waive coverage under the Plan; as well as to protect the interests of the other employees, the employee must sign this waiver form in order to be eligible for this waiver. Also, proof of other insurance coverage is required.

EVESHAM TOWNSHIP FIRE DISTRICT NO. 1

HEALTH INSURANCE WAIVER

A waiver is a voluntary and intentional relinquishment or abandonment of a known existing legal right or benefit, which, except for the waiver, a person would have enjoyed. It is a voluntary abandonment by a capable person, made with the intent that such right shall be surrendered and the person is deprived of its benefit. It is a general rule of law that if a benefit is waived, the party waiving it cannot thereafter insist on its performance.

For the consideration recited below, the undersigned employee, _____, (the "Employee") and the Evesham Township Fire District No. 1 ("Employer") agree as follows:

1. Waiver - The Employee waives coverage under the Employer's Plan, which is currently provided to the Employee. The Employee shall not be entitled to any benefits under the Plan after signing this waiver. In addition, the waiver of these benefits involves certain additional restrictions and certain risks, as outlined in this agreement and explained below.
2. Term - The waiver of coverage shall take effect _____. It is understood that this waiver shall be effective until revoked. In the event of a change in circumstances, the Employee will be allowed to revoke this waiver and return to the Plan, subject to further restrictions, as outlined below. Employees are encouraged to review their insurance coverage needs annually, in conjunction with any other annual elections required of the Employee.
3. Pro-Ration - Employees who begin service during the year will be allowed to waive coverage as of the first day on which their coverage would begin, had it been elected. The Employee will then receive the payment indicated below, pro-rated for the partial year's savings experienced by the Employer. An Employee who separates from service during the year in which a waiver is in effect will receive a pro-rated payment amount. This payment will be based on the formula described below, less an administrative charge for processing by the Employer, if applicable. This payment amount may also be offset by any other amounts due to the Employer from the Employee.
4. Consideration - The Employee shall receive, in consideration of the waiver of coverage, an amount equal to 50% of the amount of the insurance premium saved by the Employer as a result of the Employee's waiver of coverage. The payment to the Employee will be taxable and will be included in the income of the employee for the year in which the payment was made. Payment shall be made to the Employee in a lump sum payment made in December of each year of this waiver.
5. Indemnification -- The Employee knowingly makes this waiver and agrees to unconditionally indemnify, defend, save and hold harmless the employer from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, which

the Employer incurs or may incur as a result of this waiver. The Employee also agrees to indemnify the Employer's insurance carriers with the same terms and provisions as indicated in these sections.

6. Eligibility - The Employee acknowledges that the waiver of coverage, evidenced by this agreement, may create significant obstacles to the Employee's further eligibility for coverage. Specifically, a circumstance may arise where the Employee, or a dependent of the Employee, develops a condition after the waiver form is executed and prior to the Employee's desire to re-enter the Plan. The revocation of this waiver will not automatically reinstate coverage, as explained below. In addition, this waiver may affect coverage that would have been available to individuals related to the Employee through the operation of any federal or state laws.
7. Reinstatement - The Employee may be reinstated in the Plan by revoking this waiver and notifying the Employer of the Employee's revocation as well as the Employee's intention of seeking reinstatement. However, the Employee will not be allowed to opt back out of the Plan for that period. The Employee must execute any forms reasonably required by the Employer, or the insurance carriers, to begin reinstatement procedures. The Employee acknowledges that the Plan may have been terminated or altered during the period in which this waiver was in effect. The Employee's renewed participation in the Plan is also subject to any approval required by the Employer's carriers, including any exclusions dictated by that carrier for any pre-existing conditions. It is anticipated that there will be a period of time between the Employee's application for reinstated coverage and the granting of coverage, if possible, in order to assess the Employee's eligibility. In addition, the insurance carriers may require a waiting period prior to reinstating coverage.
8. Cooperation - The Employee agrees to cooperate with the Employer, both in the execution of this form and in the administration of any changes to the Employee's status regarding the Plan.
9. General - This agreement shall be binding on the Employee, those who would be entitled to the Employee's benefits through the application of any federal or state law, the Employee's respective legal or personal representatives, heirs, executors, administrators, successors and assigns. In the event that any one or more of the provisions in this agreement shall be held to be invalid, the agreement shall be construed as if such invalid provision has been excised. This agreement constitutes the entire agreement of the Employer and the Employee with reference to the subject matter contained herein. The agreement may not be modified, altered or amended except by a writing executed by the Employer and the Employee. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Having read the Waiver of Healthcare relative to the Voluntary Waiver Incentive Plan for Insurances, I hereby make the following waiver.

The above selection shall be effective _____.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF
_____ DAY OF _____.

Coverage Opting Out: _____ Medical _____ Prescription _____ Dental

Type of Coverage (Single, H/W, Family) _____

Proof of Other Coverage Provided: _____

ATTEST:

EVESHAM TOWNSHIP FIRE
DISTRICT NO. 1

Date

BY: _____
Employee Signature

Employee Name (PRINT)

WITNESS:

Witness Signature

Witness Name (PRINT)

[illegible]

[illegible]

